

## TITLE 38 EMPLOYEES

**SECTION 1. PURPOSE:** Compensation flexibilities are established in Title 38 U.S.C. Chapter 74 to assist agencies to recruit and retain employees in certain health care occupations who perform direct patient care services, or services incident to direct patient care, who are otherwise covered by Title 5 U.S.C. Chapter 51. Per OPM delegation, the Agency is authorized the use of Title 38 Premium Pay to establish a competitive advantage to attract and keep candidates who will contribute to the success of the organization.

**SECTION 2. MANAGEMENT RESPONSIBILITY:** Supervisors and Managers will:

1. Follow all existing rules, regulations, policies, and procedures on assigning, and authorizing work that results in payment of premium pay.
2. Appropriately code and certify employee timecards in accordance with the Time and Attendance Article of this CBA.
3. Employee schedules will not be modified for the sole purpose of avoiding the payment of premium.

**SECTION 3. ELIGIBILITY AND COVERAGE:** Title 38 Premium Pay applies to all facilities within the National Capital Region Medical Directorate. The following twenty-five (25) occupational series are eligible for payment of Title 38 Premium Pay. Should Congressional action make any additional occupational series eligible for Title 38 Premium Pay, they shall also be covered under the terms of this Article.

1. GS-0180 Clinical Psychologist
2. GS-0185 Social Worker
3. GS-0603 Physician Assistant
4. GS-0610 Registered Nurse
5. GS-0620 Licensed Practical Nurse
6. GS-0630 Dietitian
7. GS-0631 Occupational Therapist
8. GS-0633 Physical Therapist
9. GS-0636 Rehabilitation Therapy Assistant
10. GS-0642 Nuclear Medicine Technician
11. GS-0644 Medical Technician
12. GS-0647 Diagnostic Radiologic Technologist
13. GS-0648 Therapeutic Radiologic Technologist
14. GS-0649 Medical Instrument Technician
15. GS-0651 Respiratory Therapist

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- 16. GS-0660 Pharmacist
- 17. GS-0661 Pharmacy Technician
- 18. GS-0665 Audiologist/Speech Pathologist
- 19. GS-0667 Prosthetist/Orthotist
- 20. GS-0669 Medical Records Administrator
- 21. GS-0675 Medical Records Technician
- 22. GS-0681 Dental Assistant
- 23. GS-0682 Dental Hygienist
- 24. GS-0683 Dental Laboratory Technician
- 25. GS-0858 Biomedical Engineer

**SECTION 4. PROCEDURES:** Any additional pay pursuant to this section shall not be considered as basic pay for the purposes of the following provisions of Title 5 (and any other provision of law relating to benefits based on basic pay): Subchapter VI of Chapter 55, Section 5595, and Chapters 81, 83, 84, and 87.

**A. On-Call Pay:**

1. When an employee is officially scheduled to be on-call outside such employee's regular hours, or on a holiday as defined in Holiday Article of this CBA, they shall be paid for each hour of such on-call duty at a rate equal to 15% of their basic rate of pay.
2. When required to return to work, the following shall apply:
  - a. On-call pay shall be suspended upon returning to the duty area and pay shall be converted to Overtime Pay (see Overtime Pay below);
  - b. Time spent at work shall be deemed at a minimum of two (2) hours for pay purposes;
  - c. The employee shall return to On-Call pay once released from duty.

**B. Weekend Differential Pay:** Employees performing service, any part of which is within the period commencing at midnight Friday and ending at midnight Sunday, shall receive additional pay for each hour of service at a rate to 25% of the employee's hourly rate of basic pay.

1. Work performed from 2400 Friday until 2400 Saturday is considered Saturday work.
2. Work performed from 2400 Saturday until 2400 Sunday is considered Sunday work.

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**C. Tour Differential (Night Duty) Pay:** Employees performing service, any part of which is within the period beginning at 1800 and ending at 0600, shall receive additional pay for each hour of service at a rate equal to 10% of the employee's hourly rate of basic pay:

1. For the entire shift if at least four (4) hours fall between 1800 and 0600.
2. When less than four (4) hours fall between 1800 and 0600 the employee shall be paid the differential for each hour of service performed between those hours.
3. Just as for Title 5, Title 38 employees are entitled to night differential pay for a period of paid leave (annual or sick or comp time) but only for up to eight (8) hours in a pay period. Hours in excess of eight (8) hours are paid at the basic rate of pay.
4. When the employee is administratively excused from work for all or part of regularly scheduled tour because of a holiday or in lieu of holiday, the employee is entitled to any otherwise appropriate night differential pay.

**D. Federal Holiday Pay:** In accordance with performing service on a holiday as defined in the Holiday Article of this CBA, an employee shall receive additional pay for each hour of such service at the rate of twice the employee's hourly rate of basic pay. When required to work on a Federal Holiday, the following shall apply:

1. Holiday premium pay shall apply to the entire shift that begins on the holiday;
2. A basic (non-overtime) tour of duty that includes some, but not all, hours on a holiday is considered a holiday tour;
3. Any service required to be performed on a holiday shall be deemed to be a minimum of two (2) hours in duration;
4. Overtime performed on a holiday will be paid at the holiday rate.

**E. Overtime Pay:** A Title 38 employee shall receive overtime pay for each hour of such additional service when performing officially ordered or approved hours in excess of forty (40) hours in an administrative work week, or in excess of eight (8) hours in a day. The overtime rate shall be one and one-half (1½) times the employee's hourly rate of basic pay. For further clarification, see the Overtime Article of this CBA.

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**F. Compensatory Time:** Compensatory time off in lieu of pay for service performed under the overtime provisions of Title 38 shall not be permitted, unless voluntarily requested by the employee in writing.

**G. Multiple Entitlements:** When an employee is entitled to two or more forms of additional pay for the same period of service under this section, the amounts of such additional pay shall be computed separately on the basis of the employee's hourly rate of basic pay, except that no overtime pay shall be payable for overtime service performed on a holiday designated by Federal Statute or Executive Order in addition to Federal holiday pay received for such service.

**SECTION 5: IN-LIEU OF HOLIDAY:** If the holiday falls on the employee scheduled day off, the preceding work day becomes their in lieu of holiday. Employees are generally excused from all of the non-overtime hours they would otherwise work on that day (see Holiday Article of this CBA).

**SECTION 6: GRIEVABILITY:** In the event an individual employee believes that they have not been provided a payment they are entitled to pursuant to Title 38, they may approach their supervisor or CHRC to resolve the matter. If still unresolved, the employee shall have the right to file a grievance in accordance with the Negotiated Grievance Procedure of this CBA.

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